

Mohammad Etminan
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Marina Del Rey, California 90292
mohammadet@yahoo.com

PLAINTIFF IN PRO PER

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

Mohammad Etminan;

Plaintiff,

vs.

MIKE SALEH AND MACY AGAH

Defendants.

Case No: 8:24-bk-12794-SC

**ADVERSARY COMPLAINT
OBJECTING TO ENTRY OF
DISCHARGE PURSUANT TO 11
U.S.C. §§ 727(A) AND (C)**

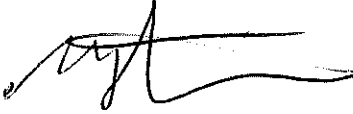
Creditors Case Number in the Superior Court of
California: 8:24-bk-12794-SC

TO THE COURT AND ALL PARTIES IN INTEREST

Mohammad Etminan is Plaintiff and Creditor of Mike Saleh ("Saleh") and third-party defendant, Macy Agah ("Agah") collectively as debtors. Creditor hereby object to the entry of discharge in the above-entitled Bankruptcy case pursuant to 11 U.S.C. § 727(a) and 727(c) and Rule 4004 of the Federal Rules of Bankruptcy Procedure and allege as follows:

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

1 Dated: January 30, 2025

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4 Mohammad Etminan

5 Plaintiff in Pro Per
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ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

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ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

INTRODUCTION

1 This is an action to object to entry of discharge in the chapter 7 bankruptcy case of
2 Defendant Mike Saleh and any party jointly liable for his debts to plaintiff, including but not
3 limited to his spouse, Agah, case number 8:24-bk-12794-SC, filed on October 31, 2024,
4 pending in the U.S. Bankruptcy Court for the Central District of California. Saleh is not
5 eligible for discharge as a debtor in his bankruptcy case pursuant to 11 U.S.C. §§
6 727(a)(2)(A) and 727(a)(2)(B). Saleh and Agah fraudulently misrepresented their financial
7 situation, inducing plaintiff to lend \$15,000.00 USD for Agah's education and community
8 property expenses. They later revealed their intent to file for bankruptcy, proving they no
9 intention to pay back the money. Their action has caused plaintiff financial, mental, and
10 physical harm while Saleh and Agah maintain a lavish lifestyle contradicting any legitimate
11 need for bankruptcy protection.
12

JURISDICTION

13 This Court has jurisdiction of this adversary proceeding pursuant to 11 U.S.C. § 727.
14 This is a core proceeding under 28 U.S.C. § 157(b)(2)(J).

VENUE

15 Venue is proper under 28 U.S.C. § 1409.

PARTIES

16 **Plaintiff is and were at all relevant times herein, individual with a principal place of**
17 **residence in Marina Del Rey, California, U.S.A. I am a retired pharmacist.**
18

19 Defendants Mike Saleh and Macy Agah are individuals, who at all relevant times herein, are
20 residents of Irvine, California, U.S.A. Saleh is engaged in different businesses in Dubai and
21 USA. Agah worked as a licensed dentist in Iran and Dubai and managed a medical office in Orange
22 County.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

FACTUAL ALLEGATIONS

Defendant's Bankruptcy Case

On October 31, 2024, Saleh filed a voluntary petition for relief under chapter 7 of Title 11 of the United States Code ("Petition Date"), thereby initiating bankruptcy case number 8:24-bk-12794-SC, in the U.S. Bankruptcy Court for the Central District of California ("Bankruptcy Case") for total debt of \$363,885.27.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

Background of the Defendants

1. Saleh and Agah are spouses. They resided and worked in Tehran, Islamic Republic of Iran. In addition, they resided and worked in Dubai, United Arab Emirates between 2002-2018.
2. Saleh was engaged in business operations, as evidenced by his professional profile on LinkedIn (Exhibit 1). His profile describes him as a "Senior Management Professional with 27 years in high-impact senior leadership roles that emphasized turnaround strategies with leading companies in the UAE and USA."
3. Agah practiced as a licensed dentist in Iran and subsequently in Dubai, as corroborated by her resume (Exhibit 2 and 3).

Inclusion of Saleh's Spouse in Adversary Complaint

Direct Benefit

Although Saleh filed for bankruptcy alone, the financial activities of both spouses were intertwined. They used communal property. Agah acted as an accomplice. The funds borrowed from Plaintiff directly benefited Ms. Agah. These benefits included payments toward the Tesla she drove, her education expenses, rental payments for their luxury home, and other expenses supporting their lifestyle. Agah's actions are inseparable from the financial obligations Saleh seeks to discharge.

Acting as Accomplice

Agah's conduct was part of a scheme that involved both her and her husband. Her separate financial arrangements and fraudulent borrowing were intended to shield assets and evade repayment. With fraudulent borrowing from innocent family members and friends in 2023 with no intention to repay and planning for bankruptcy.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

Communal Debt

California Family Code, S.910 related to General Liability for Debts states: Community property is liable for debts incurred by either spouse during the marriage, regardless of which spouse incurred the debt. This includes debts incurred for the benefit of the community or one spouse's separate interests. S.914 of the same law states: Each spouse is personally liable for debts incurred by the other spouse for the necessities of life (e.g., food, clothing, shelter) while they are married and living together.

With Saleh's income listed on his Bankruptcy Petition as just over \$5174.78 while he has been paying for \$5000 per month rent, Agah must have paid for necessities of life other than housing culminating in communal debt unless both have been hiding financial means. In the Meeting of Creditors on January 6, 2025, Saleh testified that half of his house rent is being paid by "the company" but failed to specify the details.

Plaintiff's requests to examine Saleh and Agah's Rental Agreement and its renewal since 2018 as well as the past 12 months credit card statements for all accounts filed on the Petition, Agah's separate accounts and the BMO Chicago account ending with 7930.

Lifestyle of the Defendants in California

In 2018, Saleh and Agah relocated to Irvine, California with their teenage daughter.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

Luxury Housing

During their residence in Irvine, Defendants sustained a luxurious lifestyle funded by rental income derived from real estate properties located in Tehran and Dubai, their offshore accounts, and sales proceeds of properties they sold in Dubai. According to Saleh's statement in the meeting of creditors held on January 6, 2025, one of these properties was sold for one million USD in 2020, two years after their arrival in USA. Also, he owned two commercial offices in Dubai which he was conducting his businesses.

Defendants rented a 2,900 square-foot, 5-bedroom home located in the upscale neighbourhood at 6 Ponte, Irvine, California, for approximately \$5,000 per month. Notably, they prepaid five years rent in advance for 2018-2023. According to Saleh on Meeting of Creditors held on January 6, 2025, Saleh and Agah continue to live in the same address and have renewed their lease recently despite filing for bankruptcy and having the option to move to a small apartment with far less monthly cost.

The property in question is currently valued at approximately \$2,349,400, with an estimated market rental value exceeding \$7,000 per month (Exhibit 3). Despite these facts, the rent was misrepresented as \$2,250 on the Debtor's bankruptcy schedule, constituting a material misrepresentation.

Saleh misrepresented the worth of their clothing and personal items, furniture, and lack of electronics in their home. Plaintiff has intimate knowledge of such misrepresentation. The couple shipped their expensive furniture from Dubai in 2018 and all their five bedrooms were furnished with additional furniture purchased from California. Saleh and Agah have in the upwards of \$100,000 in Jewelry, Persian rugs, French antiques per Plaintiff's observation.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

Luxury Vacations and Gambling

Agah and Saleh frequently took vacation at Las Vegas where Saleh engaged in gambling in private VIP casino rooms involving large sums of money. Also extended vacations to Europe for months. This matter is common knowledge with the extended family members and has been revealed to Plaintiff by Saleh and Agah themselves.

Hosting Parties

Agah and Saleh frequently hosted large parties at their home on some occasions Police was called by the neighbours due to loud noise.

Maintaining Unemployment despite Capacity

Despite being capable for engaging in alternative employment, Agah chose to remain unemployed for 6 years and worked part time as an office manager in a medical clinic in Orange County while Saleh allegedly worked as an Uber/Lyft driver and maintained a high-cost lifestyle.

Registering Shell Companies

Saleh founded three companies in California: Starts Management JLT, Nik Pegasus Inc. and Lavish Metal Art, all at the same address of 8 McLaren, Suite Q, Irvine, CA 92618, USA; The companies' nature of operation have nothing in common. Plaintiffs believe these companies have been acting to service offshore accounts. In the Jan 6, 2025, Meeting of Creditors, Saleh testified the following:

1. He sold a property in Dubai in 2020 for one million USD.
2. He was unable to fully account for how the sales proceeds were allocated or spent.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

1. He was unable to specify which account or accounts he used for these transfers.
2. In response to the U.S Trustee's question about having any business or property interest in Dubai or outside of USA, Saleh asserted: No
3. In response to the U.S Trustee's question about when the last time was, he transferred money from Dubai into USA, Saleh asserted: in 2022.
4. He testified he brought only \$30,000 to the USA in 2018 and \$265,000 in 2022. It is notable that in 2018, Saleh and Agah paid 5 years home rent in advance.
5. He testified he is paying only \$2250 in rent and that his current rented house is partly being paid for by "the company" but failed to provide specifics.
6. He testified that his daughter who was just admitted to a 4-year university program and lives with Saleh and Agah is independent, and her expenses are fully funded by a grant she has received as Saleh did not account for her daughter's expenses in his bankruptcy petition.
7. Saleh has mentioned that on October 2023, his bank accounts has been frozen by the FBI due to illegal personal and business activities.
8. Saleh has told the plaintiff repeatedly that the legal and court system can do nothing to him, and he is defrauding all these innocent people without any shame, and he will walk away but I told him I believe in our legal and court system and Justice will prevail. He has created this Ponzi scheme to defraud innocent individuals and financial institutions.
9. Mehdi Sazgari, who is one of the creditors on the list has disclosed that Saleh borrowed \$250,000.00 USD from him which the amount is blank on the creditor's list.
10. Saleh owned two office buildings in Dubai, and it is unknown if it is for lease or was sold before bankruptcy. One is HDS Towers located in Jumairah Lake Towers, Dubai. The other one is One Lake Plaza Towers, Jumeriah Lake Towers, Dubai.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

1 Plaintiff wishes to examine documentation related to the sales and use of sales proceeds for
2 the Dubai properties; year-end income report filing for Saleh and Agah; first and last 12
3 months bank statements of companies Saleh has founded, a copy of lease agreement for 8
4 McLaren, Suite Q, Irvine, CA 92618, USA; list of improvements for this address; current
5 inventory and year-end IRS reporting since 2018. In addition, the plaintiff request to
6 examine a copy of the grant agreement and last 12 months bank statements for all accounts
7 under Niki Saleh's name.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

Agah's Employment and Education in the United States

Ineligibility to Practice Dentistry

Agah was ineligible to practice dentistry in the United States and required admission to a 27-month university program to qualify. She remained unemployed for approximately six years by choice to fulfill the following prerequisites:

- a. Successful completion of the National Dental Board Examination Part I and Part II.
- b. Achievement of the required TOEFL scores.

Exemption from the TOEFL requirement was granted to students with degrees from universities where the primary language of instruction was English.

Due to repeated failures in meeting TOEFL examination, in 2023, Agah paid over \$10,000 to obtain a 12-month online graduate certificate offered by the University of Phoenix where language of instruction was English.

Admissions Fulfillment

Agah finally met all admission criteria in the 2023/2024 academic year and subsequently gained acceptance to the International Dentist Program at Loma Linda University. The program spans 27 months and incurs tuition costs of approximately \$250,000. Agah applied for Student Loan and borrowed through her husband from several family members to allegedly pay for costs associated with her education.

Oppressive Borrowing with No Intention to Repay

In 2023, Saleh and Agah borrowed \$15,000.00 from Plaintiff to fund Agah's educational expenses and pay towards a brand-new Tesla vehicle for Agah and to pay for Community family expenses. Saleh admitted he is borrowing to pay for Agah's Dental program tuition at the time of her admission to the dental program. Plaintiff obtained Small Claim Court Judgment against Saleh in 2024. In 2023, an additional \$10,000.00 was borrowed from another creditor.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

1 Plaintiff Etminan is a family member of Saleh and Agah, who have established contact
2 with one another. Plaintiff realized that he had been victim of crowdfunding for Agah.
3

4 It is notable that in the Meeting of Creditors held on January 6, 2025, Saleh testified that
5 his wife, Agah is paying for the Tesla vehicle she drives from the proceeds of her student
6 loan and that Saleh only pays for the difference. Paying towards auto loan from student
7 loan proceeds is prohibited per Student Loan Agreement. Auto loans take away
8 substantial portion of student loans which highlights the point that Agah must have
9 access to other financial means to pay for her education. In addition, Agah, who has been
10 unemployed for 6 years and her husband allegedly worked as an uber driver, had the
11 option to purchase a reliable used car instead of a luxury Tesla. The couple is hiding
12 financial means.
13

14 **Earning Potential Post-Graduation**
15

16 Upon completing the program, Agah is projected to resume a high-earning dental
17 practice, with annual income potential ranging from \$250,000 to \$400,000, given her
18 international experience and graduate certificate in Health Care Management (see
19 Exhibit 4).
20

21 **STRATEGIC BANKRUPTCY FILING**
22

23 **Limited to No Consequences**
24

25 With concurrent university admissions for Agah and the couple's daughter, Saleh who
26 has no substantial ties to the United States and has incurred over \$300,000 in debt as of
27 now.
28

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

1 seeking a “fresh start” through chapter 7 bankruptcy. The consequences of bankruptcy
2 will not harm Saleh as he will maintain a low profile during the remaining one year of
3 Agah’s studies and will have significant increase in household income in the upwards of
4 \$400,000. The couple can repay the debt incurred to support Agah’s studies if not all
5 communal debt.
6

7 **Limited Need to Use Credit**

8 Saleh and Agah are used to spending cash instead of using credit cards.
9

10 Further, Saleh borrowed \$20,000 in cash from Nader Sanati, another creditor on file
11 which the Plaintiffs interviewed. Saleh and Agah borrowed funds with no intention of
12 repayment and have been planning to file bankruptcy to wash their hands of these
13 obligations.
14

15 **Maintaining Foreign Ties**
16

17 Saleh and Agah have maintained their ties to Dubai. Saleh has been regularly flying back
18 to Dubai to manage rental properties as stated to plaintiffs during casual conversations.
19 In the meeting of creditors on Jan 6, 2025, Saleh reported he last flew to Dubai in 2023,
20 less than 12 months before filing for Bankruptcy. Saleh’s decision to file for Chapter 7
21 bankruptcy appears to have been a calculated effort to resolve financial obligations and
22 facilitate his return to Dubai or to remain in the United States until Ms. Agah begins
23 earning substantial income as a practicing dentist.
24
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ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

Plaintiff wishes to examine a copy of all pages of Saleh's passports he held since 2018.

Saleh must truthfully amend his Bankruptcy Petition to include his and his wife's interest in Foreign real estate property.

Maintaining Separate Bank Accounts

Agah strategically maintained separate bank accounts to allow Saleh to distance himself from financial liabilities and facilitate bankruptcy filing without major damage to the family finances. The debts incurred were fraudulent and therefore non-dischargeable under U.S. bankruptcy law.

NON-DISCHARGEABLE DEBT

The filing of Chapter 7 bankruptcy, under these circumstances, constitutes a fraudulent and abusive misuse of the bankruptcy process. The primary purpose of the Bankruptcy Code is to grant a fresh start to the honest but unfortunate debtor. Denying discharge to Saleh and indirectly to Agah will ensure that the judicial system is protecting the innocent public against fraud.

The debts resulting from fraudulent conduct are non-dischargeable under 11 U.S.C. § 523(a)(2)(A)). Alternatively, debts incurred to finance educational expenses are also non-dischargeable under bankruptcy law.

FIRST CAUSE OF ACTION

(For a Determination That Defendant's Debts Are
Not Dischargeable Pursuant to 11 U.S.C. §727(a)(2)(A))

1. Plaintiff incorporates by reference the allegations contained in above paragraphs as though set forth fully herein.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

- 1 1. Within one year before the Petition Date, Defendant and his wife transferred or removed,
2 or permitted to be transferred or removed, his and her property, including (1) 12-month
3 worth of funds held to pay for home rental agreement renewal, and (2) funds from
4 accounts, including Defendant's BMO-Chicago Account.
5
- 6 2. The transfer or removal of Defendant's property was removed and prevented the
7 distribution of Defendant's property to Defendant's unsecured creditors.
8
- 9 3. Upon information and belief, Defendant, with intent to hinder, delay, or defraud at least
10 one of his creditors, transferred or removed, or permitted to be transferred or removed,
11 Defendant's property.
12
- 13 4. As for the dates of the transfers of the property of the bankruptcy estate, Defendant had
14 one or more unsecured creditors.
15
- 16 5. By transferring or removing, or permitting the transfer or removal of, Defendant's
17 property with the intent to hinder, delay, or defraud at least one of his creditors,
18 Defendant violated the provisions of 11 U.S.C. § 727(a)(2)(A).
19

SECOND CAUSE OF ACTION

(For a Determination That Defendant's Debts Are

Not Dischargeable Pursuant to 11 U.S.C. §727(a)(2)(B))

- 23 1. Plaintiff incorporates by reference the allegations contained in above paragraphs as
24 though set forth fully herein.
- 25 2. Within one year before the Petition Date, Defendant and his wife transferred or removed,
26 or permitted to be transferred or removed, his and her property, including rental income
27 received from offshore accounts and real estate properties; large sums of cash received
28 from Agah's father amongst others.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

- 1 3. The transfer or removal of Defendant's property was removed and prevented the
2 distribution of Defendant's property to Defendant's unsecured creditors.
- 3
- 4 4. Upon information and belief, Defendant, with intent to hinder, delay, or defraud at least
5 one of his creditors, transferred or removed, or permitted to be transferred or removed,
6 Defendant's property.
- 7
- 8 5. As for the dates of the transfers of the property of the bankruptcy estate, Defendant had
9 one or more unsecured creditors.
- 10
- 11 6. By transferring or removing, or permitting the transfer or removal of, property of the
12 estate with the intent to hinder, delay, or defraud at least one of his creditors, Defendant
13 violated the provisions of 11 U.S.C. § 727(a)(2)(B).

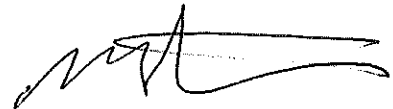
AYER FOR RELIEF

14 WHEREFORE, Plaintiff prays for the entry of judgment against Defendant as follows:

- 15 1. That the Court determine that the debts of Defendant be ruled nondischargeable because
16 Defendant, with intent to hinder, delay, or defraud a creditor, transferred or removed, or
17 permitted to be transferred or removed, his property, within one year before the date of
18 the filing of the petition in violation of the provisions of 11 U.S.C. § 727(a)(2)(A); and/or
19
- 20 2. That the Court determine that the debts of Defendant be ruled nondischargeable because
21 Defendant transferred or removed the funds, or permitted the transfer or removal, of
22 property of the estate with the intent to hinder, delay, or defraud a creditor in violation of
23 the provisions of 11 U.S.C. § 727(a)(2)(B).
- 24
- 25 3. For an award of attorney fees as allowable by law in an amount the Court determines to
26 be reasonable.
- 27 4. For costs of suit herein incurred; and
- 28 5. For such other and further relief as this Court deems just and proper.

ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

1 Plaintiff Mohammad Etminan declare under penalty of perjury under the laws of the state of
2 California that the statements made herein are true and correct to the best of my knowledge
3 and belief.
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Mohammad Etminan

Plaintiff in Pro Per

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11 Dated: January 30, 2025
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ADVERSARY COMPLAINT OBJECTING TO ENTRY OF DISCHARGE

X

I Mike Saleh Received

X 15000 USD From Mr Mohammad
Elminan at 10/5/23 X

Mike Saleh

X

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

JUSTICE CENTER:

Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045

PLAINTIFF/PETITIONER: MOHAMMAD R ETMINAN

DEFENDANT/RESPONDENT: MOHAMMAD MIKE SALEH

**NOTICE OF ENTRY OF JUDGMENT/RULING
SMALL CLAIMS APPEAL**

CASE NUMBER:
30-2024-01386139-SC-SC-CJC

Notice of: ☒ Entry of Judgment ☐ Dismissal ☐ Ruling Entered on (date): 9/23/24 Judicial Officer: Mena Guirguis

Exhibits shall be destroyed 60 days after the final determination of the action pursuant to Section 1952 of the Code of Civil Procedure. The judgment after hearing on appeal is final and not appealable pursuant to Section 116.780(a) of the Code of Civil Procedure. Judgment may be enforced immediately unless otherwise ordered by the court.

☐ Denial of the motion to vacate is:

☐ Reversed. Trial de Novo to proceed. ☐ Affirmed. Judgment entered on _____ to remain.

☒ Defendant (name, if more than one): Mohammad Mike Saleh
shall pay plaintiff (name, if more than one): Mohammad R Etminan
\$12500.00 principal, \$75.00 costs, \$0.00 attorney fees. Total \$12575.00

☐ Defendant(s) does not owe plaintiff any money on plaintiff's claim.

☐ Plaintiff (name, if more than one): _____ shall pay defendant (name, if more than one):
\$ _____ principal, \$ _____ costs, \$ _____ attorney fees. Total \$ _____

☐ Plaintiff(s) does not owe defendant any money on defendant's claim.

☐ Each party to bear own costs

☐ Final Judgment, after offset, entered as follows:

Name: _____ shall pay (Name): _____
\$ _____ principal, \$ _____ costs, \$ _____ attorney fees. Total \$ _____

☐ Payments are to be made at the rate of \$ _____ per \$ _____, beginning on (date): _____
and on the _____ day of each month thereafter until paid in full. (If any payment is missed, the entire balance may become due immediately).

☐ Appeal ordered dismissed and judgment entered on _____ to remain.

☐ This judgment results from a motor vehicle accident on a California highway and was caused by the judgment debtor's operation of a motor vehicle.

☒ Other (specify): See attached Minute Order.

(See reverse side for Clerk's Certificate of Mailing)

MINUTE ORDER

DATE: 09/23/2024

TIME: 08:30:00 AM

DEPT: C65

JUDICIAL OFFICER PRESIDING: Mena Guirguis

CLERK: J. Quamina

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: K. Mixer

CASE NO: **30-2024-01386139-SC-SC-CJC** CASE INIT.DATE: 03/15/2024CASE TITLE: **Etminan vs. Saleh**

CASE CATEGORY: Small Claims

CASE TYPE: Small Claims

EVENT ID/DOCUMENT ID: 74365659,122905717

EVENT TYPE: Appeal of the Small Claims Judgment

MOVING PARTY: Mohammad Mike Saleh

CAUSAL DOCUMENT/DATE FILED: Notice of Appeal (Small Claims), 08/19/2024

APPEARANCES

Mohammad R Etminan, self represented Plaintiff, present.

Mohammad Mike Saleh, self represented Defendant, present.

Appeal of the Small Claims Judgment is granted. Trial de Novo as to all claims to be held.

The Court orders judgment entered against Mohammad R Etminan, Mohammad Mike Saleh on the Plaintiff's Claim and Order to go to Small Claims Court vacated.

All parties as noted above and witnesses are sworn. The following Parties testify: Plaintiff: Mohammed R. Etminan and Defendant: Mohammed Mike Saleh

Plaintiff provides a copy of exhibit(s) to assist in ruling and orders to the Court.

Plaintiffs' exhibit(s) released in open court.

The Court finds judgment for Mohammad R Etminan against Mohammad Mike Saleh in the amount of: \$12,500.00 damages, and \$75.00 costs.

Case is ordered remanded to the Small Claims Court for enforcement of judgment.

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Entry of Judgment/Ruling Small Claims Appeal has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 10/4/24. Following standard court practice the mailing will occur at Sacramento, California on 10/7/24.

BAHAR AGAH
6 PONTE
IRVINE, CA 92606

MOHAMMAD MIKE SALEH
6 PONTE
IRVINE, CA 92606

Clerk of the Court, by:



, Deputy

I certify that I am not a party to this cause. I certify that that the following document(s), Notice of Entry of Judgment/Ruling Small Claims Appeal, was transmitted electronically by an Orange County Superior Court email server on October 4, 2024, at 7:51:32 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

MOHAMMAD R ETMINAN
MOHAMMADET@YAHOO.COM

Clerk of the Court, by:



, Deputy

EXHIBITS

EXHIBIT 1-Saleh Linkedin Profile and Current Affiliation to Dubai

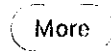
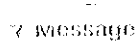


Mike Saleh

CEO

Top Manager, Entrepreneurship Agency - Contact Info

9 connections



Stars Management JLT INC



Bangalore University

About

Senior Management Professional with 27 years in high-impact senior leadership roles that emphasized turnaround strategies with leading companies in UAE & USA. Proven record of accomplishments in piloting and driving several businesses into new marketplaces. Vast exposure and experience in Managing director, senior management operations management, procurement, and business development management. Strategically focused with exceptional leadership skills. Proven success benchmarking pace-setting results across key performance metrics. The executive strategist is adept at designing and launching powerful business development /sales plans.

Financially astute in managing capital, revenue targets, cost reductions, and profitable growth. Executive-level understanding of fiscal management; skilled in budgeting, cash flow management, and sustainable P & L scenario. Highly respected builder and leader of winning sales/marketing /management teams; able to assemble, motivate and retain a high-quality workforce of talent.

- ▶ Strategic Planning/ Corporate Vision
- ▶ Executive Leadership & Supervision
- ▶ Marketing & Sales Program
- Leadership
- ▶ Business to Business -B2B
- ▶ Budget and Sales Forecast
- ▶ Procurement Management
- ▶ P & L / Fiscal management
- ▶ Business Operations Management
- ▶ Cash Flow Management
- ▶ Order Management
- ▶ Interpersonal Skills
- ▶ Team Building / Training
- ▶ Knowledge of English/ Persian/ Urdu / Arabic/

Chief Executive Officer

Stars Management JLT INC - Full-time

Feb 2019 - Present - 6 yrs, 1 mo

Irvine, California, United States

Provide leadership and direction of the company engaged in the business of General Trading and support of Stars management DMCC business for out of UAE .

♥ International Business Development

Managing Director

Stars Management DMCC - Full-time

Jan 2011 - Present - 14 yrs, 2 mo

Dubai, United Arab Emirates

Manages and handles four main exclusive agencies from the USA which covers different ranges in Construction

➤ Albi Mfg- Manufacturer of fireproofing materials ...

♥ International Business Development and Business Planning

VP International Sales and Marketing

Global State Trading - Full-time

Jan 2008 - Nov 2010 - 2 yrs, 11 mo

United States

Sales of US products to MENA region to create a new market of sales for US products.

Manages sales of the company's products and services within a defined geographical area. Ensures

♥ International Business Development and Business Planning

General Manager / Head of Purchasing for the Group

Mammut Group - Full-time

Jan 2003 - Dec 2007 - 5 yrs

Dubai, United Arab Emirates

📧 helped me get this job

Manage and coordinate through subordinates the operations of the Group Purchase Department purchasing function ensuring the timely and cost-effective acquisition of products in support of business operat

♥ International Business Development and Business Planning

General Manager

EXHIBIT 2 - Agha's Resume as of 2020 – SKILLS AND EDUCATION

Dr. MACY AGAH

6 Ponte Irvine,
Ca 92606 USA

E: MacyS2018@gmail.com
C: 818 643 9491

CORE SKILLS

Emergency Dental Work Medical Emergencies Management Office Administration
Cosmetic Dental Surgery Legal & Quality Assurance Activities
Pediatric Dental Surgery Laser Treatments Endodontist & Periodontist

EDUCATION & LICENSES

DDS	Doctor of Dental Surgery	Shahid Beheshti University - Iran	1994
Crt.	Dental, Facial Cosmetic Surgery	Abudhabi Health Authroity, UAE	2009
Crt.	Dental Laser Treatment	Dubai Health Authority, UAE	2010
Crt.	Multisystem Implant Training	Dubai Health Authority, UAE	2011
	License to Practice as DDS in Iran	Ministry of Health and Medical Education	1995
	Permit to Establish Private Clinic	Ministry of Health and Medical Education	2000
	License to Practice as DDS in UAE	Dubai Health Authority (DHA), UAE	2003

EXHIBIT 3 - Agha's Resume as of 2020 – EMPLOYMENT HISTORY

EMPLOYMENT HISTORY

Dental Surgical Assistant & Intern Elegant Dentistry Marina Del Rey, California, USA	2019-Present
Dental Surgeon Macy Agah Private Dental Office – Dubai, UAE	2003-2018
Dental Surgical Assistance Sharjah Medical University – Dentistry Department, UAE	2010-2011
Dental Surgical Assistant Glam Smile Oasis Dental Surgery Clinic - UAE	2010
Dental Surgeon Macy Agah Private Dental Office – Tehran, Iran	2000-2002
Dental Surgeon (Part Time) Bahonar Hospital - Iran	1998-2003
Dental Surgeon Dr. Ramyar Dental Clinic - Iran	1998-2003
Doctor of Dental Surgery Orthodontic Office of Dr. M. Farahani (DDS, MSD, Orthodontist Specialist) - Iran	1995-1998

PROFESSIONAL DEVELOPMENT

UAE International Dental Conference, UAE, attended annually 2004-2018
Dental and Facial Cosmetic International Conference, Dubai, UAE, 2009
International Academy for Laser Education, Dubai, 2010
Multisystem Implant Training (MS_IT) Conference, Dubai, 2011
International Congress for Dental Implantologists (ICOI), Dubai, UAE

EXHIBIT 6- Saleh and Agah rental home in Irvine

6 PONTE IRVINE, CA

🔍 📄 zillow.com/homedetails/6-Ponte-Irvine-CA-92606/25475710_zpid/ ☆ ⬇️ 🧑🏻 Only it's you 🏠 Find

Home.com Mail 📧 RBC 🏦 82 16665 Mountain... ✍️ Write 🌐 New Tab 📄 LNC 🔄 tr 🛠️ Refill 📄 Police Act 📄 Square ⚙️ Settings 🏠 Member Dashboar... 📁 Dropbox

Rei

Zillow 🏠 Edit 📄 Save 📄 Share 📄 More

5 bd 3.5 ba 2,990 sqft
6 Ponte, Irvine, CA 92606

Off market
Zestimate®: **\$2,349,400** Rent Zestimate®: **\$7,002**
Est. refi payment: \$14,988/mo 🏠 Refinance your loan

🏠 🏠 🏠 Owner tools 🏠 Home details 🏠 Neighborhood details

Get a cash offer in 3 minutes
Find out how much your home could sell for in as little as 3 minutes with a no-obligation cash offer

Estimated market value **\$2,349,400**
With a cash offer, you can save up to 10% on closing costs.

Unlock your offer

Home value

Zestimate range
\$2.16M - \$2.54M

EXHIBIT 7- Agah's Future Income


ASSOCIATE GENERAL DENTIST

SUNRISE DENTAL IMPLANT CENTER  3.3  Fairfield, CA 94533

Apply now



Job details

Here's how the job details align with your profile .



Pay

\$260,000 - \$450,000 a year



Job type

Full-time



Shift and schedule

8 hour shift Monday to Friday



Work setting

In-person

Location

 Fairfield, CA 94533